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Figure 1

Abstract

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- A. The parties settled their dispute, and the state court appointed ad litem has approved the settlement.**

All of the claimants mediated this dispute on October 30, 2017 and November 1, 2017—less than six weeks after the deaths occurred and before discovery was conducted in any lawsuit. The Yang plaintiffs, represented by Anthony Buzbee, settled their claims at mediation with T&T Offshore.

- B. The ad litem approved the distribution of the Yang minors' settlement.**

After mediation, the state district court in the Yang case appointed an attorney ad litem to approve the settlement on behalf of the Yang minors. The ad litem has now approved the Yang minors' settlement.

- C. The case was removed before settlement could be finalized.**

In the interim, Mr. Buzbee added another defendant, Cheramie Marine, to the Yang and Wilson cases. Cheramie timely removed the Yang case to this Court [Doc. 1] based on admiralty jurisdiction. Lightering also removed on the basis of complete diversity, which arose as a result of the Yang settlement with T&T Offshore, a non-diverse local defendant.

To allow the settlement to proceed, the parties ask this Court to (1) enforce and/or ratify the Yang settlement agreement with T&T Marine and (2) enter a final order approving the settlement and thus allow T&T Offshore to fund the settlement.

II. ARGUMENT & AUTHORITY

- A. The parties ask the Court to enforce the Yang settlement agreements.**

At mediation, Ms. Yang and her minor children fully settled and completely released all of their claims against T&T Offshore. On October 30, 2017, two Mediated Settlement Agreements (for a total of 23 pages) were signed by Ms. Yang, her attorney Mr. Buzbee, and

T&T Offshore. This Court may enforce the Yang settlement agreements under its inherent authority, or alternatively, as Rule 11 agreements.

1. This Court has inherent authority to enforce the Yangs' settlement agreements.

A district court has the “inherent power to recognize, encourage, and when necessary enforce settlement agreements reached by the parties.” *Bell v. Schexnayder*, 36 F.3d 447, 449 (5th Cir. 1994). When presented with a motion to enforce a settlement agreement, a district court may consider evidence and has full discretion to enforce the agreement. *See, e.g., Williamson v. Bank of New York Mellon*, 947 F. Supp. 2d 704 (N.D. Tex. 2013) (even though one party’s attorney withdrew after reaching an agreement with the defendant, the parties’ settlement agreement was enforceable); *Charley v. Shell Oil Co.*, 70 Fair Empl. Prac. Cas. (BNA) 418 (S.D. Tex. 1996) (court’s inherent power to enforce settlements sufficient to accept evidence and grant motion to enforce); *Parker v. Exeter Finance Corp.*, Civ. Action No. 3:14-CV-4007-D, 2015 WL 4745075 (N.D. Tex. 2015) (on motion to enforce settlement agreement, court finds undisputed evidence that parties agreed to settle and grants motion); *Keycorp v. Holland*, Civ. Action No. 3:16-CV-1948-D, 2017 WL 3242294 (N.D. Tex. 2017) (because plaintiff assented to the material terms of the agreement, defendant established that there was an enforceable settlement agreement and motion to enforce granted).

The settlement agreements in this case are valid and enforceable contracts—a fact to which all parties to the settlement agree. Thus, the settlement agreements may be enforced under the Court’s inherent power.

2. The settlement agreements also are enforceable as Rule 11 agreements.

In addition, the Yang settlement agreement is enforceable under Texas Rule of Civil Procedure 11, which governs the enforcement of settlements in diversity cases. *Lefevre v. Keaty*, 191 F.3d 596, 598 (5th Cir. 1999). Under Rule 11, a written, signed agreement that is filed as part of the court's record is enforceable

Here, the settlement agreements were written, signed by the parties and their attorneys, and are being filed with the Court as part of the record in conjunction with this motion. This meets the requisite elements for a valid agreement enforceable under Rule 11. T&T Offshore, and by agreement, Ms. Yang and her children, ask this Court to enforce the agreements, thereby giving the parties the resolution for which they bargained

III. PRAYER

The parties respectfully ask the Court to enforce and/or ratify the Yang settlement agreement, and grant any other relief, either legal or equitable, to which the parties may be entitled.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document was served upon counsel of record accordance with the Federal Rules of Civil Procedure, via e-service, facsimile and/or certified mail, return receipt requested to the following on the 7th day of February, 2018:

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CERTIFICATE OF CONFERENCE

I certify that I have attempted to confer with all counsel of record in relation to this motion and the relief it seeks. Ms. Vilandos as attorney ad litem for B.C., Mr. Myer for OSG Lightering, and Mr. Leavitt on behalf of the Yang Plaintiffs were not opposed to the motion. Mr. Hart for Ms. Ambriz was unable to be reached to discuss the motion.

M. Lane Lowrey

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